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PARTY WALL AGREEMENT

THIS AGREEMENT made this 22nd day of JANUARY, 1987, by and between
CLAUDIA BUCKHOY, and *Diana Sasso*
provides for as follows.

WHEREAS, CLAUDIA BUCKHOY ^{is} the owner
of the following described property commonly known as 341 Hyde Park
Bellwood, Illinois: THE SOUTH 9.37 FEET OF LOT 23, AND THE NORTH 15.63 FEET
OF LOT 22, IN BLOCK 3 IN HULBERT'S ST. CHARLES ROAD SUBDIVISION, BEING A SUBDIVISION IN
THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: #15-08-234-099

WHEREAS, *Diana Sasso* is the owner of the
following described property commonly known as 343 HYDE PARK, BELLWOOD,
Illinois: THE SOUTH 16.52 FEET OF LOT 22, AND THE NORTH 8.48 FEET
OF LOT 21, IN BLOCK 3 IN HULBERT'S ST. CHARLES ROAD SUBDIVISION, BEING A SUBDIVISION
IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: #15-08-234-100 ¹³⁰ *McALL*

WHEREAS, there exists common walls dividing the aforesaid residen-
tial duplex units, and

WHEREAS, it is the intention of the parties that in the event of the
sale of either of the said residential duplex units, that the dividing
wall between the said units shall remain in the same condition for the
use of any and all subsequent purchasers;

NOW, THEREFORE, the aforesaid parties, in order to protect each and
every other purchaser, his successors and assigns, of any unit as afore-
said, do hereby create easements in the said party walls between the units,
as follows:

1. The said dividing walls are hereby declared to be party walls between the adjoining residences erected on said premises.
2. The cost of maintaining the party wall shall be borne equally by the owners on either side of said wall.
3. The said party wall shall not be materially altered or changed by any of the parties, nor shall any of the parties have the right to add to or detract from the party wall in any manner whatsoever, it being the intention that the party wall shall at all times remain in the same position as when erected. If it becomes necessary to repair or rebuild the party wall, or any portion thereof, the same shall be rebuilt and erected in the same place where it now stands.



*Prepared By & MAIL TO:
M. CLAUDIA BUCKHOY
341 Hyde Park
Bellwood IL*

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10/10/10

IN WITNESS WHEREOF

THIS AGREEMENT WAS MADE BY AND BETWEEN THE PARTIES HERETO ON THIS 10th day of October, 2010.

WITNESSES:

provided for as follows:

WHEREAS, the parties hereto have agreed to the following described property:

of the following described property commonly known as:

Section 17, Township 36N, Range 12E, County of Cook, State of Illinois, containing approximately 1.00 acre of land, more or less, as shown on the plat of subdivision filed for record in Cook County, Illinois, on 10/10/10.

624: 10-08-10-10

WITNESSES:

following described property commonly known as:

Section 17, Township 36N, Range 12E, County of Cook, State of Illinois, containing approximately 1.00 acre of land, more or less, as shown on the plat of subdivision filed for record in Cook County, Illinois, on 10/10/10.

624: 10-08-10-10

WHEREAS, the parties hereto have agreed to the following described property:

Section 17, Township 36N, Range 12E, County of Cook, State of Illinois, containing approximately 1.00 acre of land, more or less, as shown on the plat of subdivision filed for record in Cook County, Illinois, on 10/10/10.

use of any and all subsequent improvements.

every other purpose, his successors and assigns, of any land be sold.

as follows:

1. The cost of recording this deed shall be borne by the party who is recording the same.

2. The cost of maintaining the property shall be borne by the party who is maintaining the same.

3. The cost of any other improvements shall be borne by the party who is making the same.

4. The cost of any other improvements shall be borne by the party who is making the same.

5. The cost of any other improvements shall be borne by the party who is making the same.

10/10/10

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4. In the event of damage or destruction of said wall from any cause, other than the negligence of either party thereto, the owners shall, at joint expense, repair or rebuild said wall, and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage to or destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay for his share, or all of such costs in the case of negligence, the other party may have said wall repaired or reconstructed and shall be entitled to have a mechanic's lien on the premises of the party so failing to pay for the amount of such defaulting party's share of the repair or replacement cost.
5. Neither party shall alter or change said party walls in any manner, interior decoration excepted, and said party wall shall always remain in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located, for party wall purposes.
6. The easements hereby created are and shall be perpetual and construed as covenants running with the land and each and every person accepting a deed to any lot in said multiple unit shall be deemed to accept said deed with the understanding that each and every other purchaser is also bound by the provisions herein contained, and each and every purchaser, by accepting a deed to either lot shall thereby consent and agree to be bound by the covenants herein contained to the same extent as though he had signed this instrument.
7. This Agreement shall be binding upon the undersigned, their successors, assigns and grantees.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures the day and year first above written.

X Claudia Buckhey X Diana Sasso

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 #3552 # C # 87-060116
 COOK COUNTY IN ORDER

STATE OF ILLINOIS)
) SS
 COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY that on this day CLAUDIA BUCKHOY and DIANA SASSO appeared before me and are personally known to me to be the same persons who caused their signatures to be affixed to the above instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of JANUARY 19 87

(SEAL)

[Signature]
 NOTARY PUBLIC
 4-12-90

87-060116

11.25

